



Substitute Senate Bill No. 207

Public Act No. 12-76

AN ACT CONCERNING RESIDENTIAL HEATING OIL AND PROPANE CONTRACTS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 16a-17 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

(a) As used in sections 16a-17 to 16a-20, inclusive:

(1) "Fuel" includes electricity, natural gas, petroleum products, coal and coal products, wood fuels, radioactive materials and any other resource yielding energy;

(2) "Creating a fuel shortage" means the diminution by contrivance or artificial means of the supply of fuel to a point below that needed to meet consumer demands adequately.

(b) As used in sections 16a-21, as amended by this act, 16a-22a, as amended by this act, and 16a-22k, as amended by this act:

(1) "Associated equipment" means a gas regulator, gas line, sacrificial anode, interconnecting hardware and such other equipment necessary for the installation and operation of a propane tank;

(2) "Automatic delivery" means the delivery of heating fuel to a

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consumer by a dealer pursuant to a system determined by the dealer of calculating the heating fuel needs of the consumer, based on the consumer's consumption of heating fuel;

(3) "Cash" means legal tender, a certified or cashier's check, commercial money order or equivalent of such legal tender, check or money order. Cash also includes a guaranteed payment on behalf of a consumer by a government or community action agency, provided no discount is taken for the charge as billed;

(4) "Commissioner" means the Commissioner of Consumer Protection;

(5) "Consumer" means a direct purchaser of heating fuel from a heating fuel dealer, when such fuel is the primary source of heat for residential heating or domestic hot water to one or more dwelling units within a structure having not more than four dwelling units;

(6) "Gallon" means an accepted unit of measure consisting of two hundred thirty-one cubic inches, for all liquid or gaseous heating fuel, subject to modifications allowed under regulations adopted pursuant to section 43-42;

(7) "Heating fuel" means any petroleum based fuel used as the primary source of residential heating or domestic hot water, including petroleum products regulated pursuant to chapter 250;

(8) "Heating fuel dealer" or "dealer" means any individual or group of individuals, a firm, partnership, corporation, cooperative or limited liability company that offers the retail sale of heating fuel to a consumer;

(9) "Lessee" means a natural person who rents or leases personal property under a consumer rental or lease agreement;

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(10) "Lessor" means a heating fuel dealer who regularly provides the use of personal property through consumer rental or lease agreements and to whom rent is paid at a fixed interval for the use of such property; and

(11) "Notice of termination of automatic delivery" means a notice by a consumer to a dealer providing automatic delivery in which the consumer requests the dealer to terminate automatic delivery.

Sec. 2. Section 16a-21 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

[(a) No person, firm or corporation shall sell at retail fuel oil or propane gas to be used for residential heating without placing the unit price, clearly indicated as such, the total number of units sold and the amount of any delivery surcharge in a conspicuous place on the delivery ticket given to the purchaser or an agent of the purchaser at the time of delivery. No person, firm or corporation may bill or otherwise attempt to collect from any purchaser of fuel oil or propane gas an amount which exceeds the unit price multiplied by the total number of units stated on the delivery ticket, plus the amount of any delivery surcharge stated on the ticket. For the purpose of this section, unit price means the price per gallon computed to the nearest tenth of a whole cent.]

(a) (1) No heating fuel dealer shall sell heating fuel or rent or lease a heating fuel tank without a written contract that contains all the terms and conditions for delivery of such heating fuel and the amount of fees, charges, surcharges or penalties allowed under this section and assessed to the consumer under such contract. No such contract shall contain any fees, charges, surcharges or penalties, except for those allowed pursuant to subsections (e), (f) and (g) of this section and for tank rental fees or liquidated damages for violation of the contract terms. No contract for the delivery of heating fuel under this

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subsection shall include a provision for liquidated damages for a consumer breach of such contract where the liquidated damages exceed the actual damages to the heating fuel dealer caused by such breach. No written contract period for heating fuel shall be for a term greater than thirty-six months. Each heating fuel dealer shall offer consumers the option to enter into a bona fide commercially reasonable contract for a term of eighteen months. A consumer and a heating fuel dealer may agree to enter into a bona fide commercially reasonable contract for a term of less than eighteen months. Longer fuel contract term lengths may be permitted for underground tank consumers, provided the fuel term agreements are concurrent with tank lease agreements as specified in subdivision (2) of this subsection.

(2) If a tank is being leased or lent to a consumer, a contract for the tank rental or loan shall indicate in writing a description of the tank, initial installation charges, if any, the amount and timing of rental or loan payments, the manner in which the lessor will credit the lessee for any unused heating fuel and terms by which a lessee may terminate the contract. A lessor may enter into a separate contract with the lessee for additional services including, but not limited to, maintenance, repair and warranty of equipment, provided such contract complies with the provisions of this section. No contract for tanks installed above ground shall be for a term greater than thirty-six months. Each consumer shall be given the option to enter into a bona fide commercially reasonable contract for a term of eighteen months. A lessee and a lessor may agree to enter into a bona fide commercially reasonable contract for a term of less than eighteen months. No contract for a tank installed underground shall exceed five years.

(3) If a tank installed underground is provided to a consumer, a contract for such tank shall contain a clause providing the consumer with the option to purchase the tank and associated equipment at any time during the length of the contract, but not later than five years

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after the date of commencement of the contract. The purchase price for the tank shall be disclosed in the contract and shall not increase before the contract expires. Any waiver of liability or transfer of warranty shall be stated in the contract. For existing contracts, whether oral or written, where the purchase option or purchase price is silent or unspecified, a contract addendum including the purchase option and a commercially reasonable purchase price shall be mailed or delivered to the consumer not later than September 1, 2013. Such contract addendum shall contain a clause providing the lessee with the option of purchasing the tank and associated equipment at any time prior to September 1, 2018. Upon purchase of the tank and any associated equipment, any contract obligations pursuant to subdivisions (1) and (2) of this subsection shall terminate immediately.

(4) A contract required by this section shall be in writing and shall comply with the plain language requirements of section 42-152, provided any fee, charge, surcharge or penalty disclosed in such contract shall be in twelve-point, boldface type of uniform font. Any fee, charge, surcharge or penalty shall not increase prior to the expiration of the contract.

(5) A written contract for the sale of heating fuel or lease of equipment that calls for an automatic renewal of the contract is not valid unless such contract complies with the provisions of this section, section 42-126b and chapter 296a.

(6) The requirement that contracts be in writing pursuant to this section shall not apply to any heating fuel delivery initiated by a consumer, payable on delivery or billed to the consumer with no future delivery commitment, where no fee, charge, surcharge or penalty is assessed, except for any fee, charge or surcharge authorized under subsection (g) of this section.

(7) The requirement that contracts be in writing pursuant to this

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section shall not apply to agreements that are solely automatic delivery where: (A) The consumer may terminate automatic delivery at any time and where no fee, charge, surcharge or penalty is assessed for termination, and (B) the dealer providing automatic delivery provides written notice to the consumer the dealer serves under automatic delivery of the method for the termination of automatic delivery, as specified in this subdivision. Such written notice shall be included with each invoice for products subject to automatic delivery. Notice from a consumer to a dealer requesting termination of automatic delivery may be delivered to the dealer by (i) a written request by the consumer delivered by certified mail to the dealer, (ii) electronic mail sent from the consumer to a valid electronic mail address of the dealer, or (iii) electronic facsimile by the consumer to be sent to a valid facsimile number at the dealer's place of business. The consumer shall give notice at least one day prior to the day upon which the consumer desires to terminate automatic delivery. The consumer shall not be responsible for payment of deliveries made by the dealer after such notice has been given, except for deliveries made within one business day after such notice has been given and which were scheduled for delivery by the dealer prior to such notice being given, provided consideration shall be given for weekend and holiday closings or extenuating circumstances not under the control of the dealer.

(b) If a consumer complaint is being mediated or investigated by the commissioner, the heating fuel dealer, if it owns the tank and has exclusive fill requirements, may not deny the consumer deliveries of heating fuel from October first to March thirty-first, inclusive, because of the existence of the mediation or investigation, provided the heating fuel dealer remains the exclusive supplier of heating fuel and the consumer pays cash for such fuel upon delivery.

(c) The requirement that contracts be in writing as set forth in this section may be satisfied pursuant to the provisions of: (1) The

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Connecticut Uniform Electronic Transactions Act, sections 1-266 to 1-286, inclusive, (2) sections 42a-7-101 to 42a-7-106, inclusive, or (3) the Electronic Signatures in Global and National Commerce Act, 15 USC 7001 et seq. Except as provided in subsection (d) of this section, verbal telephonic communications shall not satisfy the writing requirement of this section.

(d) The requirement that contracts be in writing pursuant to this section and section 16a-23n, as amended by this act, may be satisfied telephonically, only if a heating fuel dealer:

(1) Has provided to the consumer prior to any telephonic communication all terms and conditions of the contract, in writing, except for the contract duration, the unit price and the maximum number of units covered by the contract;

(2) Employs an interactive voice response system or similar technology that provides the consumer with the contract duration, the unit price and the maximum number of units covered by the contract;

(3) Retains for a period of not less than one year from the date of the expiration of the contract, in a readily retrievable format, a recording of the consumer affirmation to each such term and condition;

(4) Sends the consumer a letter confirming the consumer's agreement to such terms and conditions, with a written copy of the terms and conditions agreed to; and

(5) Retains a copy of each such letter.

(e) No heating fuel dealer shall deliver heating fuel without placing the unit price, clearly indicated as such, the total number of gallons or units sold and the amount of any fee, charge or surcharge allowed pursuant to this section in a conspicuous place on the delivery ticket given to the consumer or an agent of the consumer at the time of

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delivery. No heating fuel dealer shall bill or otherwise attempt to collect from any consumer of heating fuel an amount that exceeds the unit price multiplied by the total number of gallons or units stated on the delivery ticket, plus the amount of any fee, charge or surcharge allowed pursuant to this section and stated on the delivery ticket.

(f) No heating fuel dealer shall assess a fee, charge or surcharge on any delivery, including, but not limited to, any delivery under an automatic delivery agreement, initiated by the dealer to a consumer.

(g) No heating fuel dealer shall assess a fee, charge or surcharge on the price per gallon or total delivery charge for any heating fuel delivery initiated by a consumer, except when:

(1) The heating fuel delivery is not more than one hundred gallons;

(2) The heating fuel delivery is made outside the normal service area of the dealer;

(3) The heating fuel delivery is made outside the normal business hours of the dealer; or

(4) The dealer incurs extraordinary labor costs for the heating fuel delivery.

(h) Except for the underground tank addendum required pursuant to subdivision (3) of subsection (a) of this section, the provisions of this section shall not apply to existing customers of a heating fuel dealer on July 1, 2013, who have valid written contracts on said date. The provisions of this section shall apply as of the renewal or expiration dates of such contracts.

(i) A consumer shall have the right to cancel his or her relationship with a heating fuel dealer without penalty for an above-ground tank that is lent or leased if such relationship is based upon either an oral

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agreement or a course of dealing. No tank removal charge or forfeiture of unused heating fuel shall be permitted if a consumer cancels such relationship. The consumer shall be entitled to a refund of all unused heating fuel at the same price at which the consumer purchased such heating fuel.

(j) The Commissioner of Consumer Protection may adopt regulations pursuant to chapter 54 to: (1) Establish a consumer bill of rights regarding home heating dealers, (2) require heating fuel dealers to provide consumers with such consumer bill of rights prior to entering into a contract, and (3) permit home heating dealers to post such consumer bill of rights on their Internet web sites or record and play back such consumer bill of rights when consumers call the offices of such heating fuel dealers.

(k) A violation of the provisions of this section shall be an unfair trade practice under subsection (a) of section 42-110b.

[(b)] (l) Any [person, firm or corporation] heating fuel dealer who violates [subsection (a)] any provision of this section shall be fined not more than [one] five hundred dollars for the first offense, [nor more than five hundred dollars for each subsequent offense] not more than seven hundred fifty dollars for a second offense occurring not more than three years after a prior offense and not more than one thousand five hundred dollars for a third or subsequent offense occurring not more than three years after a prior offense.

Sec. 3. Section 16a-22a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

(a) No [retail] heating fuel dealer [of fuel oil or propane] shall require that any regular [customer] consumer of such dealer accept a minimum delivery of heating fuel [oil or propane] of [over] not less than one hundred gallons or seventy-five per cent of primary tank size,

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whichever is less, as a condition of delivery by such dealer.

(b) Any heating fuel dealer who violates the provisions of this section shall be fined not more than five hundred dollars for the first offense, not more than seven hundred fifty dollars for a second offense occurring not more than three years after a prior offense and not more than one thousand five hundred dollars for a third or subsequent offense occurring not more than three years after a prior offense.

Sec. 4. Section 16a-22k of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

(a) No [person, firm or corporation or any officers, agents or employees thereof,] heating fuel dealer shall condition the availability of [fuel oil] burner maintenance or repair service upon the agreement of any [purchaser or potential purchaser] consumer to purchase heating fuel [oil] from such [person, firm or corporation] dealer, provided, any [person, firm or corporation] dealer may give priority for service to any [person] consumer who has [an oil] a heating fuel delivery contract with such [person, firm or corporation] dealer.

(b) Any [person, firm or corporation] dealer who sells [at retail fuel oil or propane gas to be used for residential space] heating fuel and who has established a schedule of payments plan with a [retail customer,] consumer shall, upon notice of termination of future [oil] heating fuel deliveries, return to such [customer] consumer, within ten days of receiving [any] such notice, any moneys collected in excess of the retail price for heating fuel actually delivered, provided [,] this subsection shall not apply to a schedule of payment plan in which a specific product unit price is agreed upon for the length of the plan.

(c) Each [person, firm or corporation] heating fuel dealer who sells under a trade name [at retail] heating fuel [oil or propane gas to be used for residential space heating] or who provides service for heating

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fuel [oil or propane] burners shall disclose to any [customer] consumer or potential [customer] consumer on any communication and invoice and in any advertising, the name of the person or entity which has filed a certificate to use such a trade name, as required by and pursuant to section 35-1.

(d) Any violation of subsections (a) to (c), inclusive, of this section shall be deemed an unfair or deceptive trade practice under section 42-110b.

(e) Any heating fuel dealer who violates the provisions of this section shall be fined not more than five hundred dollars for the first offense, not more than seven hundred fifty dollars for a second offense occurring not more than three years after a prior offense and not more than one thousand five hundred dollars for a third or subsequent offense occurring not more than three years after a prior offense.

Sec. 5. Section 16a-23m of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

[(a) No person, firm or corporation shall engage in the retail sale of home heating oil or propane gas without a certificate of registration as a home heating oil or propane gas dealer issued pursuant to this section. Only one registration shall be required of a dealer to engage in both the retail sale of heating oil and propane gas.]

(a) As used in this section and sections 16a-23n to 16a-23r, inclusive, as amended by this act:

(1) "Capped price plan" means an agreement where the cost to the consumer of heating fuel shall not increase above a specified price per gallon and the consumer shall pay less than the specified price under circumstances specified in such contract;

(2) "Commissioner" means the Commissioner of Consumer

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Protection;

(3) "Consumer" means a direct purchaser of heating fuel from a heating fuel dealer, when such fuel is the primary source of heating fuel for residential heating or domestic hot water to one or more dwelling units within a structure having not more than four dwelling units;

(4) "Forwards contract" means an agreement between two parties to buy or sell an asset at a certain future time for a certain price;

(5) "Futures contract" means a standardized, transferable, exchange-traded agreement that requires delivery of heating fuel at a specified price on a specified future date;

(6) "Gallon" means an accepted unit of measure consisting of two hundred thirty-one cubic inches, for all liquid or gaseous heating fuel, subject to modifications allowed under regulations adopted pursuant to section 43-42;

(7) "Guaranteed price plan", also known as "guaranteed plan", "fixed price", "buy ahead", "prebuy", "prebought", "prepaid", "full price", "lock in", "capped", "price cap", or other similar terminology, when used to describe a contract, means a type of contract offering heating fuel at a guaranteed future price or at a maximum future price;

(8) "Heating fuel" means any petroleum based fuel used as a primary source of residential heating or domestic hot water, including petroleum products regulated pursuant to chapter 250;

(9) "Heating fuel dealer" or "dealer" means any individual or group of individuals, a firm, partnership, corporation, cooperative or limited liability company that offers the retail sale of heating fuel to consumers;

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(10) "Heating oil" means a predominantly liquefied petroleum product at ambient temperatures, that is sold as a commodity and is a primary source of residential heating or domestic hot water, including products known as #2 oil (heating oil), #1 oil (kerosene), #4 oil, bio fuels, or any bio fuel blended with conventionally refined fossil fuel commodities and that meets the requirements of the American Society for Testing and Materials Standard D396, as amended from time to time;

(11) "Maintain" means retention of the balance, measured in gallons or other accepted units of measure, of heating fuel that remains to be delivered to consumers who are party to a guaranteed price plan contract;

(12) "Physical supply contract" means an agreement for wet barrels or gallons of heating fuel that has been secured by a heating fuel dealer;

(13) "Propane" or "liquefied petroleum gas (LPG)" means a petroleum product that meets ASTM specification D1835, as amended from time to time, and is composed predominantly of any of the following hydrocarbons or mixtures thereof: Propane, propylene, butanes (normal butane or isobutane), and butylenes and is intended for use, among other things, as a fuel for residential heating; and

(14) "Surety bond" means a bond issued by a licensed insurance company or banking institution as surety for a dealer obligating the surety to the commissioner in a sum certain in guaranty of the full and faithful performance by the dealer of prepaid guaranteed price plan contracts entered into pursuant to this chapter.

(b) No heating fuel dealer shall engage in the sale of heating fuel without a certificate of registration as a heating fuel dealer issued pursuant to this section. No federally established heating assistance

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agency shall be required to register. Only one registration shall be required of a dealer to engage in both the retail sale of heating oil and propane. A separate certificate of registration is required for each name that a heating fuel dealer does business as or advertises.

[(b)] (c) Each person, firm or corporation seeking registration as a [home heating oil or propane gas] heating fuel dealer shall apply annually for a certificate of registration with the Department of Consumer Protection on forms prescribed by the [Commissioner of Consumer Protection] commissioner. Each heating fuel dealer shall disclose on such forms all affiliated companies registered with the department that are under common ownership or have interlocking boards of directors. Each applicant shall pay a registration fee of two hundred dollars. The commissioner shall require all applicants for registration as a [home heating oil or propane gas] heating fuel dealer to provide evidence of general liability insurance coverage and insurance to cover any potential environmental damage due to heating fuel [oil] spills or [propane gas] leaks caused by such applicant as a registered dealer which coverage shall be not less than one million dollars. Each registered dealer shall provide the department with evidence of each renewal of or change to such insurance coverage not later than five days after such renewal or change during the period of registration, which renewal or change shall meet the requirements of this subsection.

[(c)] (d) Each registered dealer shall display its registration number in all advertisements and other materials prepared or issued by the dealer, which contain information [on] regarding such dealer, including, but not limited to, all contracts, delivery tickets, letters and vehicle advertisements.

[(d)] (e) The insurance company of a [home heating oil or propane gas] heating fuel dealer shall notify the [Commissioner of Consumer Protection] commissioner, in writing, upon cancellation of insurance

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required by subsection [(b)] (c) of this section by any [home] heating [oil or propane gas] fuel dealer. The [Commissioner of Consumer Protection] commissioner shall revoke the registration of any such dealer without the insurance coverage required by subsection [(b)] (c) of this section.

Sec. 6. Section 16a-23n of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

(a) A contract for the retail sale of [home heating oil or propane gas] heating fuel that offers a guaranteed price plan [, including fixed price contracts and any other similar terms,] shall be in writing and the terms and conditions of such guaranteed price plan shall be disclosed. Such disclosure shall be in plain language and shall immediately follow the language concerning the price or service that could be affected and shall be printed in no less than twelve-point boldface type of uniform font.

(b) A [home heating oil or propane gas] heating fuel dealer that advertises a price shall offer such price for a period of no less than twenty-four hours or until the next advertised price is publicized, whichever occurs first.

(c) Each capped price plan and any guaranteed price plan that includes the terms "cap", "capped", "maximum", "not to exceed" or any other similar term or description shall not increase above a specified price per gallon. The contract for such plan shall contain clear and specific language stating how and under what circumstances the price will decrease, if applicable.

[(c) No home heating oil or propane gas] (d) A heating fuel dealer shall, [enter into, renew or extend a prepaid home heating oil or propane gas contract or a capped price per gallon home heating oil contract unless such dealer has] not later than five business days after

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entering into a prepaid guaranteed price plan contract, either: (1) [Obtained and maintained] Obtain heating [oil or propane gas] fuel physical inventory to which such dealer holds title, heating fuel futures or forwards contracts, physical supply contracts or other similar commitments the total amount of which allow such dealer to purchase, at a fixed price, heating [oil or propane gas] fuel in an amount not less than eighty per cent of the maximum number of gallons or amount that such dealer is committed to deliver pursuant to all prepaid [home heating oil or propane gas] guaranteed price contracts entered into [, renewed or extended] by such dealer, [or that such dealer estimates is committed pursuant to all capped price per gallon home heating oil or capped price per unit propane gas contracts, respectively,] or (2) [obtained and maintained] obtain a surety bond in an amount not less than fifty per cent of the total amount of funds paid to the dealer by consumers pursuant to prepaid [home heating oil or propane gas] guaranteed price plan contracts. [or that the dealer estimates will be paid to the dealer by consumers pursuant to all capped price per gallon home heating oil or capped price per unit propane gas contracts, respectively.] A heating fuel dealer shall, not later than five business days after entering into a guaranteed price plan contract that is not prepaid, obtain heating fuel physical inventory to which such dealer holds title, heating fuel futures or forwards contracts, physical supply contracts or other similar commitments the total amount of which allow such dealer to purchase, at a fixed price, heating fuel in an amount not less than eighty per cent of the maximum number of gallons or amount that such dealer is committed to deliver pursuant to all guaranteed price plan contracts entered into by such dealer. Such dealer shall maintain such total amount of futures or forwards or physical supply contracts or other similar commitments or the amount of the surety bond required by this subsection for the period of time for which such [prepaid home heating oil or propane gas] guaranteed price plan contracts [or capped price per gallon home heating oil or capped price

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per unit propane gas contracts] are effective, except that the total amount of such futures or forwards or guaranteed price plan contracts or other similar commitments or the amount of the surety bond may be reduced during such period of time to reflect any amount of [home] heating [oil or propane gas] fuel already delivered to and paid for by the consumer.

[(d)] (e) No [prepaid home heating oil or propane gas] guaranteed price plan contract shall require any consumer commitment to purchase [home heating oil or propane gas] heating fuel pursuant to the terms of such contract for a period of more than eighteen months. A guaranteed price plan contract for the purchase of heating fuel may not contain an automatic contract renewal or extension clause.

[(e)] (f) Any [prepaid home heating oil or propane gas] guaranteed price plan contract shall indicate, in clear and specific language: (1) The amount of funds paid by the consumer to the heating fuel dealer under such contract, (2) the maximum number of gallons of [home heating oil or maximum amount of propane gas] heating fuel committed by the dealer for delivery to the consumer pursuant to such contract, [and] (3) that performance of such [prepaid home heating oil or propane gas] guaranteed price plan contract is secured by one of the [two] options described in subsection [(c)] (d) of this section, and (4) if the price of heating fuel is subject to fluctuation, the circumstances under which the price may fluctuate. Any such contract shall provide that the contract price of any undelivered [home heating oil or propane gas] heating fuel owed to the consumer under the contract, on the end date of such contract, shall be reimbursed to the consumer not later than thirty days after the end date of such contract unless the parties to such contract agree otherwise.

[(f)] (g) Each [home heating oil or propane gas] heating fuel dealer who enters into [, renews or extends prepaid home heating oil or propane gas] guaranteed price plan contracts [or capped price per

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gallon home heating oil contracts or capped price per unit propane gas contracts] shall inform the Commissioner of Consumer Protection, in writing, that such dealer is entering into [, renewing or extending] such contracts and shall identify any entity from which the dealer has secured futures or forwards contracts, physical supply contracts or other similar commitments or a surety bond pursuant to subsection [(c)] (d) of this section. Each such dealer shall notify the commissioner if at any time the total amount of such secured futures or forwards contracts, physical supply contracts or other such similar commitments held by the dealer is less than eighty per cent of the maximum number of gallons or amount that such dealer is committed to deliver pursuant to all such [prepaid home heating oil or propane gas] contracts entered into [, renewed or extended] by such dealer [or that such dealer estimates it is committed to deliver pursuant to all of its capped price per gallon home heating oil or capped price per unit propane gas contracts, respectively] or, if the total amount of such surety bond is not more than fifty per cent of the remaining balance of funds consumers paid pursuant to prepaid guaranteed price plan contracts. The commissioner shall prescribe the form in which such information shall be reported.

[(g)] (h) Each person from which a [home heating oil or propane gas] heating fuel dealer has secured a futures, [or] forwards or physical supply contract or other similar commitment or a surety bond pursuant to subsection [(c)] (d) of this section shall notify the Commissioner of Consumer Protection, in writing, of the cancellation of such contract or other similar commitment or surety bond not later than three business days after such cancellation.

Sec. 7. Section 16a-23p of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

The Department of Consumer Protection may suspend or revoke any registration issued under section 16a-23m, as amended by this act,

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if the holder of such registration is grossly incompetent, engages in malpractice or unethical conduct or knowingly makes false, misleading or deceptive representations regarding such holder's work, violates any provision of section 16a-23n, as amended by this act, fails to comply with any subpoena issued pursuant to this section or violates any regulations adopted under section 16a-23q. Before any such registration is suspended or revoked, such holder shall be given notice and opportunity for hearing as provided in regulations adopted by [the Commissioner of Consumer Protection] said commissioner in accordance with the provisions of chapter 54. Said commissioner may compel by subpoena, at his or her discretion, the production of any documents from any heating fuel dealer or from any provider of futures or forwards contracts, physical supply contracts or other similar commitments or a surety bond, regarding compliance with the provisions of sections 16a-23m to 16a-23r, inclusive, as amended by this act.

Sec. 8. Section 16a-23r of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2013*):

(a) A violation of the provisions of section 16a-23m, as amended by this act, 16a-23n, as amended by this act, or 16a-23o constitutes an unfair trade practice under subsection (a) of section 42-110b.

(b) In accordance with the provisions of section 53a-11, any [home heating oil] heating fuel dealer who knowingly violates the provisions of subsection [(c)] (d) of section 16a-23n, as amended by this act, shall have committed a class A misdemeanor.

(c) Any person, firm or corporation who violates the provisions of section 16a-23m, as amended by this act, 16a-23n, as amended by this act, or 16a-23o shall be fined not more than five hundred dollars for the first offense, not more than seven hundred fifty dollars for a second offense occurring not more than three years after a prior offense and

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not more than one thousand five hundred dollars for a third or subsequent offense occurring not more than three years after a prior offense.

Sec. 9. (NEW) (*Effective July 1, 2013*) Nothing in sections 16a-17, as amended by this act, 16a-21, as amended by this act, 16a-22a, as amended by this act, 16a-22k, as amended by this act, 16a-23m, as amended by this act, 16a-23n, as amended by this act and 16a-23p, as amended by this act, shall validate a contract provision or clause that would otherwise be unenforceable pursuant to section 42-150u of the general statutes.

Sec. 10. Section 16a-22b of the general statutes is repealed. (*Effective July 1, 2013*)